

**REMARKS**

Applicant thanks the Examiner for the very thorough consideration given the present application. In view of the above amendment, Applicant believes the pending application is in condition for allowance.

Claims 1-23 and 25-33 are now present in this application. Claims 1 and 18 are independent. Claims 1 and 18 have been amended, and claim 24 has been canceled. No new matter has been added. Reconsideration of this application, as amended, is respectfully requested.

**Rejection Under 35 U.S.C. § 102**

Claims 1-33 stand rejected under 35 U.S.C. § 102(b) as being anticipated by or in the alternative, under 35 U.S.C. § 103(a) as obvious over Walker in view of Massey. This rejection is respectfully traversed.

Independent claim 1 has been amended to recite, among other features, "an available tournament participation step of allowing a user connected through a communication network who selects a game to participate in a tournament for the game, and recording availability for the tournament for the game in respect of the user and bestowing an initial level and an initial credit on the user for the tournament for the game, if a participation fee for the tournament for the game is settled in connection with the user." Independent claim 1 also recites, among other features, "deciding a challenging competitors who compete with the participant for the game from the other available participants on a same level who are not processing the game," and "increasing the level of a winner by one and transferring a certain rate of credit from a loser to the winner, and deciding prize money of the loser according to the loser's present credit after transferring a certain rate of credit from the loser to the winner and recording unavailability for the game tournament in respect of the loser, which terminates the participation if the game processes and concludes between the competitors."

Similarly, independent claim 18 recites, among other features, "tournament information creation means for creating the tournament information storing means and recording available

participation and an initial level and credit with respect to the user whose participation fee is paid.” Independent claim 18 also recites, among other features, “a competing counterpart decision means for deciding other participants on the same level who are not processing the game as competing counterparts by referring to the tournament information storing means and the user information storing means.” Further, independent claim 18 also recites, among other features, “increasing the present level by one on the tournament information recording means with respect to the user of the winner, deciding a prize money of the loser according to the present credit on the tournament information storing means after transferring the credit from the loser to the winner and recording an unavailable participant with respect to the loser.”

Firstly, the cited references do not teach “bestowing an initial level and an initial credit on the user for the tournament for the game, if a participation fee for the tournament for the game is settled in connection with the user.” Walker teaches setting up a network tournament game where a participant pays an entry fee to compete for prizes (see Abstract and paragraph [0021] of Walker). However, Walker does not teach bestowing an initial level and an initial credit on the user for the tournament for the game, if a participation fee for the tournament for the game is settled in connection with the user, as recited in independent claim 1. Rather, Walker teaches that payment of the entry fee allows the participant to play the game, and that the participant may play more games by paying a larger entry fee, and thus the entry fee in Walker is used to determine how many games the participant is allowed to play (see paragraph [0095] of Walker). For these reasons, Walker also does not teach or suggest recording available participation and an initial level and credit with respect to the user whose participation fee is paid, as recited in independent claim 18.

Further, Massey et al. teaches paying a small fee to allow the participant to play games in a tournament, but in Massey et al., the payment of the fee does not bestow an initial level and an initial credit. Therefore, Massey et al. also fails to teach bestowing an initial level and an initial credit on the user for the tournament for the game, if a participation fee for the tournament for the game is settled in connection with the user, as recited in independent claim 1. For these reasons, Massey et al. also fails to teach or suggest recording available participation and an

initial level and credit with respect to the user whose participation fee is paid, as recited in independent claim 18.

Secondly, the cited references do not teach or suggest “deciding challenging competitors who compete with the participant for the game from the other available participants on a same level who are not processing the game.” The Office Action does not rely on the cited references, but rather relies on a concept of a tournament to state that it is obvious to have a tournament so that players can compete with each other and eventually the best players will be competing with each other at the top level (see page 3 of the Office Action). However, it is respectfully submitted that this feature of claim 1 and the feature similarly recited in claim 18 teach determining to have the participants on a same level compete with each other. This is different from having the best players compete each other because this feature of claims 1 and 18 allows participants at various levels (e.g., ranging from the worst player and the best player) to match with other participants at their respective levels. For example, a participant of level 1 will be participating with another participant of level 1, whereas a participant of level 3 will be participating with another participant of level 3. Therefore, the concept of the tournament does not teach or suggest this feature of claims 1 and 18. Further, Walker only teaches pairing the competitors based on information such as the number of previous wins/losses, the color allocation, and the rating of the player (see paragraph [0076] of Walker). However, nowhere does Walker teach or suggest deciding challenging competitors who compete with the participant for the game from the other available participants on a same level who are not processing the game, as recited in independent claims 1 and 18. Further, Massey et al. only teaches random matching of the competitors, and thus also fails to teach or suggest this feature of claims 1 and 18.

Thirdly, the cited references fail to teach or suggest “increasing the level of a winner by one and transferring a certain rate of credit from a loser to the winner, and deciding prize money of the loser according to the loser’s present credit after transferring a certain rate of credit from the loser to the winner and recording unavailability for the game tournament in respect of the loser, which terminates the participation if the game processes and concludes between the competitors.” The Office Action does not explain why this feature is rejected (see page 3 of the

Office Action). However, neither Walker nor Massey et al. teaches or suggests this feature. Walker teaches awarding the player a prize for achieving a pre-established performance level, wherein the pre-established performance level is typically a relative ranking among players, such as top five scorers (see Abstract and paragraph [0056] of Walker). Although some winners in Walker win prizes, Walker does not teach or suggest increasing the level of a winner by one and transferring a certain rate of credit from a loser to the winner, and deciding prize money of the loser according to the loser's present credit after transferring a certain rate of credit from the loser to the winner, as recited in claim 1 and similarly recited in claim 18. Further, Massey et al. teaches that each player contributes a prize fund and the winner receives the loser's prize fund (see Abstract of Massey et al.). However, Massey et al. does not teach increasing the level of a winner by one or deciding prize money of the loser according to the loser's present credit after transferring a certain rate of credit from the loser to the winner. Therefore, Massey et al. also fails to teach or suggest the feature of claims 1 and 18.

Hence, Walker, even when combined with Massey et al., fails to teach or suggest the features of amended independent claims 1 and 18. Therefore, it is respectfully submitted amended independent claims 1 and 18, and each of the claims depending therefrom, are allowable.

Further, independent claim 24 has been canceled, and thus the rejection of claim 24 is moot.

**Conclusion**

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. It is believed that a full and complete response has been made to the outstanding Office Action, and as such, the present application is in condition for allowance.

If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone Jun S. Ha, Registration No. 58,508, at (703) 205-8000, in the Washington, D.C. area.

Prompt and favorable consideration of this Amendment is respectfully requested.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17; particularly, extension of time fees.

Dated: **APR 8 2009**

Respectfully submitted,

By   
James T. Eller, Jr.

Registration No.: 39,538  
BIRCH, STEWART, KOLASCH & BIRCH, LLP  
8110 Gatehouse Road  
Suite 100 East  
P.O. Box 747  
Falls Church, Virginia 22040-0747  
(703) 205-8000  
Attorney for Applicant